

AUGUST 23, 1990

Here Here

EX-101
D

TO: Futura Coatings, Inc.
9200 Latty Avenue
Hazelwood, Mo. 63042

ATTENTION: Mr. Dean Jarboe
Mr. Rod Jarboe *Pres*

SUBJECT: (EERS) Energy Efficient Roof System

Dear Mr. Jarboe,

At your request as a follow up to our telephone conversation on August 7, 1990, I will explain my projection of the Energy Efficient Roof System (EERS) if FUTURA COATING, INC. owned or had exclusive rights to the patented ENERGY EFFICIENT ROOF SYSTEM.

PROJECTION:

Presenting the EERS to the monthly meeting of architects and the CSI by your sales representatives, we are projecting that 30% of the architects attending these presentations would specify the EERS on up comming projects.

Since your sales representatives are already actively promoting your products, we feel that they would be the best equiped to add the EERS to their presentation at virtually no additional cost to your company.

After five years it is estimated that over 500 million sq. ft. would be sold. Two hundred fifty million square feet in the first 4 years and 250 million sq.ft. in the fifth year, which should increase substantially each year there after. The foreign market should produce at least as much or more.

Cost of EERS:

- 1" OF 30# Polyurethane insulation & top coat	\$1.10/sqft
- Membrane (from Phillips Fibers)	\$0.40/sqft
- Installation of Phillips membrane	\$0.10/sqft
- Royalties	\$0.10/sqft

,Total cost \$1.70/sqft

Joe Van Ark
Head of Roofing Division

Profit: (sugested)

- Coating	\$0.20/sqft
- Resale of membrane	\$0.15 - 0.25/sqft
- Application of Phillips membrane	\$0.15 - 0.25/sqft
Total	\$0.50 - 0.70/sqft

Five Year Profit Projection:

U.S. Market	\$250 Million
Foreign Market	\$250 Million
Total	\$500 Million

TESTING:

- UL testing records (class 90 wind uplift resistance to 174 mph, (actual test was to 225 mph)) showed no degradation of test roof what so ever.

ADVANTAGES OF THE EERS:

- Lower insurance rates
- Temporary roof (membrane only)
- Less installation time
- Better "R" value
- System will not leak due to surface damage
- Wind proof to 225 mph
- Wayne State University Civil Engineering Dept. has certified the EERS to have an additional savings of 1.25 to 1.50lbs. of structural steel per square foot can be realized due to the weight difference of the EERS vs hot tar and gravel systems, and still maintain the same structural strength of the building, plus maintain a 45#/sqft dead load. Two steel erecting companies and one steel company agreed that this would amount to savings of about \$3.00/sqft.
- EERS could be given to the owner at no cost-FREE! Plus we should get \$3.00 /sqft, instead of \$2.20 for an additional profit of \$0.80/sqft as shown earlier, at virtually no cost to market.
- Best of all it opens up ~~an~~ entire new commercial construction market to the foam and coating industry (in the U.S. exceeds 2 billion sqft per year).

COMPETITION:

The EERS will have none. The single ply will begin to decline as fast as it began. The state of Wisconsin already refuses to specify it on any of their 1500 state owned buildings. (see enclosure F.J.A.Chistiansen Roofing Co. Inc., given to Joe Vonarx at our April meeting).

Profit: (sugested)	
- Coating	\$0.20/sqft
- Resale of membrane	\$0.15 - 0.25/sqft
- Application of Phillips membrane	\$0.15 - 0.25/sqft
Total	\$0.50 - 0.70/sqft

Five Year Profit Projection:	
U.S. Market	\$250 Million
Foreign Market	\$250 Million
Total	\$500 Million

TESTING:

- UL testing records (class 90 wind uplift resistance to 174 mph, (actual test was to 225 mph)) showed no degradation of test roof what so ever.

ADVANTAGES OF THE EERS:

- Lower insurance rates
- Temporary roof (membrane only)
- Less installation time
- Better "R" value
- System will not leak due to surface damage
- Wind proof to 225 mph
- Wayne State University Civil Engineering Dept. has certified the EERS to have an additional savings of 1.25 to 1.50lbs. of structural steel per square foot can be realized due to the weight difference of the EERS vs hot tar and gravel systems, and still maintain the same structural strength of the building, plus maintain a 45#/sqft dead load. Two steel erecting companies and one steel company agreed that this would amount to savings of about \$3.00/sqft.
- EERS could be given to the owner at no cost-FREE! Plus we should get \$3.00 /sqft, instead of \$2.20 for an additional profit of \$0.80/sqft as shown earlier, at virtually no cost to market.
- Best of all it opens up ~~an~~ entire new commercial construction market to the foam and coating industry (in the U.S. exceeds 2 billion sqft per year).

COMPETITION:

The EERS will have none. The single ply will begin to decline as fast as it began. The state of Wisconsin already refuses to specify it on any of their 1500 state owned buildings. (see encloser F.J.A.Chistjansen Roofing Co. Inc., given to Joe Vonarx at our April meeting).

VOL 340 PAGE 304

duplicate

The hot tar and gravel roofs are getting so bad that law suits against Johns Manville 20 year bonded roofs exceed their equity and it's a proven fact that 20 year bonded roofs only have an average life of 7 years.

Architects are getting sued because of roof failures (B.U.R.) but they don't have any other system to choose from, "NOW THEY WOULD". It's a proven fact that the state of Wisconsin will not allow a second roof over the first one any more because of the short life of the second roof.

Now EERS should never be applied over an existing roof either or it would fail. But - of the 3 billion sqft reroof market per year, approximately 35% are complete tear offs at which time the EERS would apply. This also would be in addition to the new construction market. This is why the bottom membrane is so valuable. As soon as the existing roof is removed the bottom membrane goes on as a temporary roof and the plant does not have to shut down while the roof is being replaced.

AVAILABLE MARKET per Year:

- New Construction	2 billion sqft
- 1/3 Of Reroof (complete tearoffs)	1 billion sqft
Total available market	3 billion sqft

Architects will not, regardless of how good a system is, specify a new system unless they know the company that will warranty the system and how large it is, to make sure it can replace the system should it fail.

This system is virtually failure proof.

I have been applying peel and stick membrane for over 17 years and I believe Phillips Fiber Corp. Ruftac II is the best. It has been tested by both U.L. & F.M. and carries a 10 year warranty.

I would like to see the EERS be automatically specified as the hot tar system has been for over 100 years. I firmly believe FUTURA COATING, INC., PHILLIPS FIBERS and myself can achieve 50% of the gross available market.

Sincerely,



A. "Tony" Volovsek
Energy Efficient Roof Systems
2550 E. Beardsley Road #11
Phoenix, AZ 85024
(602) 569-6549

Whoever owns this system will control the entire
Roofing Industry

Should be ³ Vol 340 Page 305

COMMENTS ON ROYALTY INCOME

EXhibit
D1

To Whom It May Concern:

The above projection is based on commercial construction only. The residential market which is larger than the commercial will be picked up by the local approved and licensed applicators and is not included in the above projection.

Re: the foreign market - 42 foreign countries honor the U.S. Patents also not included in the above projection. This Roof System has already been considered for the Middle East and only last week the Bechtel Corp. landed a 5 1/2 billion dollar airport contract in Japan, we are presently in contact with them. Past experience (over 30 years) has indicated that approximately 10% of the total cost of a commercial building is roofing.

The navy is very high on this system and have hundreds of millions of sq. ft. of buildings overseas and we have an excellent chance to get them.

No other system carries a warranty as ours, 10 years against leaks. Backed by the EERS Corporation, the applicator and the coating manufacturer. Such as Dow Corning, Futura, G.E., and/or the Carpenter Company.

The EERS Corporation, based in Detroit is controlled by J. Milton Myers, President, is responsible for sales, application and royalties. Should a particular job be applied on a close margin, it is responsible to pay the royalties first.

Some large insurance companies are already interested because of the very high "class A" fire rating, but, even more attractive to them is, "no more wind loss". Our System has been tested by U.L. to withstand OVER 225 M.P.H. winds. Insurance claims, stated by 4 major insurance companies are over 90% due to wind damage.

The pictures on the cover of our brochure are of a Chrysler Company building in Detroit, put on in the summer of 1985. They have just sent us a very satisfied customer letter and have promised us many more roofs using the EERS roof.

I am very proud to be the owner of this patented system and very fortunate to have the caliber of man such as Mr. Milton Myers to head our organization.

Should you have any questions/and/or wish more information please feel free to contact me or Mr. Myers.

Sincerely

EXHIBIT G

Anton Volovsek
c/o System Solutions
P.O. Box 522
White Salmon, Washington, [98672]

WORK SHEET

Work sheet is for calculating the alternative demand for injuries and losses at acceptable minimums.

Work sheet calculations is based on Ten (10) billion ft². per year of estimated EER System potentially sold. Footage's are based only on American markets as shown herein before by Canadian and American Patents.

Work sheet calculations is based on 2.5 cents per ft² royalties sold at U.S. markets only. 2.5 cents x 10 billion sq. ft. equals to the amount of \$250,000,000 million dollars of losses for one year only.

These figures, if calculated over the last 20 years would be at phenomenal levels, not including foreign market potentials. \$250,000,000 million x ten (10) years would equal to \$2.5 billion and so on.

So as you can see, if you calculated this for twenty (20) years it would be 500 billion dollars.

This calculation was done by hand this 2 day of Oct. 1996.

Anton J. Volovsek
Anton Volovsek

These letters 2250 were sent
to W. R. Grace
Tony

Mr. Jim Adams
Executive V.P. / W. R Grace Company
Cambridge, Massachusetts

January 19, 1996

Dear Mr. Adams,

At the request of your local waterproofing representative Dan Kuball, I am submitting this written request to the W. R. Grace organization to discuss marketing my patented "EERS" roofing system.

As you well know, regardless of how good a product or system is, architects will not spec it unless it is owned or backed by a large financial organization or well established firm. W.R. Grace is well qualified in both categories, and as a world wide organization with an excellent reputation, you are my first choice over all the other firms I have contacted or am negotiating with at the present time to market this unique system.

Besides the above there are many other reasons for my choice: 1) W. R. Grace already makes the all important bottom membrane; 2) You (at least in the past) have manufactured a top coating for application over bituthane, so I presume still have the equipment to make coatings. If you were to agree to my suggestion to engage the services of a highly qualified chemist I am very familiar with, you would then control two of the three components of this roofing system. This chemist has and can produce a coating equal to or superior to the top coating companies in this country such as Futura- Neogard, Gaco Western, Dow Corning and General Electric. If one of the above companies' products were used they would furnish a ten year warranty. In reality it is a 10+10+10+10 warranty if the system is re-coated every 10 years; 3) You already have a built in sales force and I could furnish you with two more individuals who are well qualified, informed and familiar with the system, and; 4) The manufacturers of the spray foam equipment already have schools in place to teach individuals how to properly spray foam and care for the equipment and I can also furnish you with the names of the three best foam and coating applicators in the United States. One is extremely knowledgeable with this equipment and is a perfectionist in spraying insulation. He can build "saddles" behind air conditioning units and slope a roof- to- drain better than anyone in the industry. All three are well known and respected by the major coating companies.

HO

With my 25+ years experience in the roofing industry, I can also furnish you with two of the best roofers available, one of whom is an engineer and heavy equipment operator that is well informed and has been acquainted with me and the "EERS" system for twenty years. Both are top notch supervisors and well experienced in the removal of existing roofs and application of the bottom membrane. I can also introduce you to two top architects: One who helped me develop the "EERS" system and I quote "Let me design your building and I'll put the "EERS" roof system on it for free" and the second (Representing, I believe, the fourth largest firm in the United States) who speced the system on five million square feet in Saudi-Arabia even before it was tested or patented.

My contacts at the Chrysler Corporation in Detroit, Michigan (A ten year test site with over 45,000 sq. ft.) were Tony Victor, now retired in Florida, and who had expressed an interest in being a representative for "EERS" and Keith Asquith, who worked with Tony Victor. In the enclosed letter from the Mark I Company (regarding the Chrysler project) Scott Evert (General Manager) was the applicator who did an outstanding job and Tony Victor was the engineer he referred to. Scott would be glad to receive a call from you to discuss any aspects of the Chrysler project.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
VOL 340 PAGE 308

page 2

I am also enclosing the following documents : a) Approval letter of "EERS" by the United States Army Corp of Engineers; b) Steel and energy savings document prepared by State of Michigan; c) Electricity and air conditioning units (roof top) cost savings; d) Industrial Risk Insurance approval and; e) Two UL Test approvals.

I believe it is time for the public to share the benefits of this system and no one, in my opinion, could do it better than W.R. Grace. The benefits to both W.R. Grace and myself are endless.

I've been told over forty countries honor the U.S. Patent, which should also make the foreign market very lucrative. We also have a Canadian patent.

The square footage available for my system amounts to billions of square feet per year; over ten billion in the private sector and four billion in the Military, plus the foreign market.

The "EERS" roof system represents to me an impact similar to the replacement of the horse and buggy with the automobile, with one major difference: the 1900 automobiles had many weaknesses and flaws which had to be improved each year to get the products where they are today and as you know are not yet perfect by any means, but The "EERS" system, to my knowledge, and through all it's testing has shown no flaws. The key to continued success with this patented system is to insure the use of only the highest quality products and to allow only the most efficient, highly trained and qualified applicators to install it.

The "EERS" system also has a huge environmental benefit: it will eliminate the need for millions of gallons of fuel to heat the asphalt presently used in the built- up roof systems (B.U.R.). Single ply rubber roofs are already outlawed in Wisconsin. There will be little, if any, competition.

As I believe I have made evident, the introduction of the "EERS" system has the capability of taking over the entire roofing industry and I would like to set up a meeting as soon as possible to discuss the possibilities of W.R. Grace marketing the "EERS" system.

I have enclosed a non-disclosure/ confidentiality agreement pertaining to this document, the enclosures and all other conversations and communications between W.R. Grace and E.E.R.S. and would appreciate your signature and its' prompt return and I hope to hear from you soon.

Sincerely,

Anton "Tony" Volovsek

(enclosures)

Re: refused to market EEK
GRACE

Grace Construction Products

W.R. Grace & Co. - Conn.
52 W. Tremont Avenue
Cambridge, MA 02140-1692

(617) 976-1400

February 5, 1996

Mr. Anton Volovsek
EERS
652 So. Ellsworth, #167
Mesa, AR 85208

Dear Mr. Volovsek:

Thank you for your letter of January 19th.

At this time, Grace Construction Products has no interest in developing and/or marketing an exposed roofing system.

We take note, however, of your system's use of a 60 mil, self-adhering membrane, as a waterproofing underlayment to the final roofing system. We believe that there might be an opportunity to lower the cost of the system by providing a more cost-effective underlayment product.

Once you have found a company to market your system, we may be interested in helping them find a more cost-effective underlayment that meets their needs. We would also be interested in toll manufacturing underlayment membrane for someone else to market as part of your system.

Best of luck in your venture.

Very truly yours,

J. J. Adams

J. J. Adams
Vice President & General Manager
Waterproofing System

cc: D. Kubell - Scottsdale

vcf 340 PAGE 319

E. H. SNYDER

ATTORNEY AND COUNSELOR AT LAW
161 WEST WISCONSIN AVENUE
PLANKINTON BUILDING SUITE 7048
MILWAUKEE, WISCONSIN 53203

TELEPHONE 274-1011
AREA CODE 414

November 7, 1975

Mr. Leonard Rosenblatt, Vice Pres.
Construction Products Division
W. R. Grace & Co.
62 Whittemore Avenue
Cambridge, Mass. 02140

Re: Ardco, Inc. - our file 75-125

Dear Mr. Rosenblatt:

I have carefully reviewed your letter to me of October 24, 1975 with my clients.

On behalf of my clients and ARDCO, INC., I am authorized and do hereby offer to purchase from W. R. Grace & Co. 200 rolls of Heavy Duty Bituthene, C.O.D. at a total price which is the same as the total price currently being charged and paid for that amount by other direct purchasers of this material in the midwest.

It is expressly understood that any warranties, expressed or implied, of said Bituthene by W. R. Grace & Co. shall be limited to those warranties set forth in your standard written warranty relating to said material and in your advertising brochure, Form CMD 362B, entitled "Heavy Duty Bituthene".

In addition, since your letter appears to state a concern for products liability exposure if Heavy Duty Bituthene is used in the roofing industry, I request that you furnish me with a description of the product liability risks you allege may arise out of the use of Bituthene for roofing which risks do not or may not arise out of the established uses of Heavy Duty Bituthene.

Both you and the W. R. Grace & Co. are also hereby informed that ARDCO has had to breach its contracts for the installation of the patent pending roofing system solely because you have refused to sell to or deal with ARDCO or with any material supplier in Wisconsin by making Heavy Duty Bituthene unavailable to ARDCO or any other distributor of building materials in Wisconsin.

I would appreciate an early response in order that I may advise my clients whether the commencement of litigation to enforce their rights and interests is necessary. We would obviously prefer to resolve this matter immediately without

E. H. SNYDER
ATTORNEY AND COUNSELLOR AT LAW

Mr. Leonard Rosenblatt

-2-

November 7, 1975

long term litigation. However, if that is the only way that we can be compensated for the destruction of the business of ARDCO as a result of your actions and those of the other representatives of W. R. Grace & Co., we shall certainly proceed with whatever litigation is necessary and justified under the circumstances.

Very truly yours,

E. H. Snyder
E. H. Snyder

EHS/mm

cc: Mr. J. Peter Grace
Mr. Anton Volovsek
Mr. Daniel C. Hanson
Mr. Ralph E. Bielefeld
Mr. James A. Hauer

— VOL 340 PAGE 312

CONSTRUCTION PRODUCTS DIVISION

W. R. GRACE & CO. 62 WHITTEMORE AVENUE, CAMBRIDGE, MASSACHUSETTS 02140 617-876-1400

November 26, 1975

E. H. Snyder, Esq.
161 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

Your File No. 75-125

Re: Ardco, Inc.

Dear Mr. Snyder:

I have reviewed your letter of November 7, 1975 with our counsel who, I understand, has discussed our position with you.

This will confirm that W. R. Grace & Co. does not feel it appropriate to knowingly sell Heavy Duty Bituthene for a use wherein there is not sufficient basis for us to believe that it will perform satisfactorily. Accordingly, our position remains unchanged from that stated in my letter of October 24, 1975.

Sincerely,


Leonard Rosenblatt
Vice President

LR/ms

cc/ Mr. J. Peter Grace

send copy
to Veloske, Antone
12/12/75

COPY RECEIVED

5-1975

E. H. SNYDER

GRACE

VOL 340 PAGE 313

E. H. SNYDER

ATTORNEY AND COUNSELOR AT LAW
181 WEST WISCONSIN AVENUE
PLANKINTON BUILDING SUITE 704B
MILWAUKEE, WISCONSIN 53203

TELEPHONE 224-1011
AREA CODE 414

October 14, 1975

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Peter R. Grace
W. R. Grace & Co.
62 Whitmore Avenue
Cambridge, Massachusetts 02140

Re: BITUTHENE
Ardco, Inc. our file 75-125
Eerrs, Inc. our file 75-126

Dear Mr. Grace:

I am the attorney for Mr. Anthony Volovsek, Daniel C. Hansen, and Ralph E. Bielefeld, who have formed the above Wisconsin corporations for the purpose of installing a Roofing System invented and created by Mr. Volovsek, and on which a patent is now pending.

This new roofing system has been thoroughly investigated and discussed with Mr. Donald Couglen and Mr. Hayden Clark beginning in January, 1975 and on various dates from that time to the present.

Your material "BITUTHENE" is one of the elements that can be used in this new roofing system, and on or about October 2, 1975, Mr. Hansen was informed by Mr. Couglen that Mr. Hansen's request for 105 rolls of Bituthene, C.O.D., could not be filled and would have to be referred to Mr. Clark.

Mr. Hansen then left two messages for Mr. Clark to return his call, and on October 10, 1975, Mr. Clark left a message with Mrs. Bielefeld that he would furnish only 5 rolls for testing, although Mr. Hansen had requested 105 rolls. Mr. Clark quoted no price and stated that he could not sell larger amounts to my clients at this time.

Under the circumstances, I have informed my clients that their rights and interests are being clearly infringed upon by Mr. Clark, that the matter should be brought to not only your attention, but to the at-

VOL 340 PAGE 314

E. H. SNYDER
ATTORNEY AND COUNSELOR AT LAW

Mr. Peter R. Grace

-2-

October 14, 1975

tention of Mr. Rosenblatt and Mr. Couglen with a request that I receive an immediate explanation for the treatment given to my clients by Mr. Clark; and if such is a fact, the reason or reasons that W. R. Grace and Co. refuses to sell Bituthene to my clients on a C.O.D. basis.

In the event that I do not receive a satisfactory reply from you within the next five days, my instructions are to take whatever legal action is necessary to enforce the rights and interests of my clients against those responsible for this situation.

Very truly yours,

E. H. Snyder
E. H. Snyder

EHS/mmi

cc: via Certified Mail return receipt requested to:

Mr. Hayden Clark, W. R. Grace & Co., 62 Whitmore Ave.,
Cambridge, Mass. 02140

Mr. Leonard Rosenblatt, W. R. Grace & Co., 62 Whitmore Ave.,
Cambridge, Mass. 02140

Mr. Donald Couglen, W. R. Grace & Co., Construction Products Div.,
6051 W. 65th St., Chicago, Ill. 60638

cc: via regular mail to:

Mr. Anton Volovsek
Mr. Daniel C. Hanson
Mr. Ralph E. Bielefeld

VOL 340 PAGE 315

CONSTRUCTION PRODUCTS DIVISION

W R GRACE & CO., 62 WHITTEMORE AVENUE, CAMBRIDGE, MASSACHUSETTS 02140 617-876-1400

October 24, 1975

E. H. Snyder, Esq.
161 West Wisconsin Avenue
Plankinton Building, Suite 7048
Milwaukee, Wisconsin 53203

Dear Mr. Snyder:

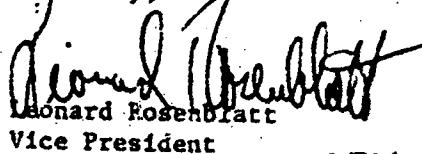
I am in receipt of a copy of your letter dated October 14, 1975 and have taken the liberty of looking into the matters raised by your letter.

W. R. Grace & Co. is a responsible company and desires that its products be used only in applications wherein there is sufficient basis to believe that they will perform satisfactorily. Your clients desire to use our product Bituthene as a critical component in a roofing system which your clients have designed. My people are of the opinion that there is not sufficient basis for us to believe that your clients' roof design utilizing our product will perform as intended.

Product liability exposure in the roofing industry can be substantial. Further, there is nothing which will so materially adversely affect our ability to make sales as bad field exposure with a product. Therefore, I must inform you that W. R. Grace & Co. is not willing to assume the legal and business risks that sales of our product Bituthene to your clients would entail.

As we have said previously, we are willing to work with your client to develop some field experience with the use of Bituthene in their system. We initially offered to provide Mr. Volovsek with five rolls of Bituthene, at no charge, for this purpose if he so desires. If they wish to proceed on this basis, please let me know.

Sincerely,


Leonard Rosenblatt
Vice President

LR/mj

cc: Mr. J. Peter Grace

COPY RECEIVED

OCT 28 1975
E. H. SNYDER

GRACE
VOL 340 PAGE 316

State Capitol
Sacramento, Ca. 95814
(916) 445-6637

Senator Don Rogers
3500 Kaibab Avenue
Bakersfield, California 93306

November 24, 1995

Seventeenth Senatorial District
District Office
P.O. Box 902725
Palmdale, Ca. 93590
(805) 266-9353

Dear Senator Rogers,

Cutting to the quick, these are the facts regarding my patented roof system and its connection with the W.R. Grace Corporation..

W.R. Grace (a 500 billion dollar Corp.) was the only company to manufacture the most important part of my roof system. It was used primarily for the bridge deck waterproofing known as Heavy Duty Bituthane, which is a self adhesive modified bitumen (rubberized asphalt) with a polypropylene mesh surface - an excellent product.

Their representative, Hayden Clark, flew out from Boston 5 times in 3 months to watch my progress in developing this system. The regional representative, Don Cauglin, was (to say the least) very excited. The last words Clark said to me were , and I quote, "That's the greatest thing I have ever seen" unquote.

Don Cauglin could envision hundreds of car loads of material being sold per year. The top civil engineer of the U.S. Navy, Dr. Robert Alumbaugh of Port Huememe, Calif., stated he felt it was the cadillac of all roof systems.

Since all three components which comprise the system had been tried and tested for many years, this system did not need a long term testing period. I immediately sold a 30,000 sq. ft. job and then a smaller one.

However, when I ordered the necessary membrane from W.R. Grace they refused to sell it to me. They offered me 5 rolls for further testing and even threatened suppliers with blacklisting them if they sold me the material.

My lawyer quickly sent them a letter stating the harm they were causing and informed them they were subject to a hefty lawsuit. They replied negatively in writing. A second letter was sent to them and a second negative reply came back. In 1975 I lost all my business, my health and my family. I was financially unable to file a lawsuit so I tried to market the system but was unsuccessful largely because W.R. Grace was the only source

of the bottom membrane. It took nearly 10 years to recover from my nervous breakdown during which my most gracious second (and present) wife supported me.

Don Cauglin quit W.R. Grace and went to work for another firm. Hayden Clark committed suicide 3 years later and Peter Grace passed away this past year. If W.R. Grace Corp. had backed my system 20 years ago they would control 90% of the entire roofing industry, not only in this country but also in the foreign market (over 5 billion sq. ft. per year in 1980).

Twelve to fifteen years ago Phillips 66 came out with a membrane even better than W.R. Grace's. Grace discontinued making Heavy Duty Bituthane some years ago. The Phillips product was purchased by The Henry Co. of Anaheim Ca., a much smaller company and not knowledgeable enough to market my system. This puts W.R. Grace right back in a good position to market my system since both of the objectors are dead. Not only can they manufacture the bottom membrane and primer, and already make the best mastic, but they could also make the top rubberized coating when I furnish them with the best chemist in the business. This then gives them the opportunity to make hundreds of billions of dollars in as little as 5 years.

A lawsuit or lien for 100 billion dollars would mean very little to them, not counting a 200 billion class action suit.

I still prefer to have a sit down discussion with W.R. Grace Corp. and offer them the opportunity to market my system and make tons of money and be friends rather than filing a lien and be enemies. In lieu of the lien against W.R. Grace I would entertain a settlement of 100 billion dollars or a confirmed letter of credit at our first meeting.

Don, I need your help to set up this meeting with W.R. Grace Corp. as soon as possible. A meeting with you, Evan Mecham and my legal advisor would be very important to me.

Please get back to me as soon as you can and I can then show you all the additional documents (partial enclosure) to back up everything I've said and all the other things we are trying to accomplish for the good of the American People.

With the help of God we can do anything and what you and we are doing is all inspired by Him.

Sincerely,

Anton Volovsek

enc.

VOL 340 PAGE 318

EXPLANATION SHEET

APPENDIX A

TO BE ATTACHED TO EVERY COMMERCIAL
INSTRUMENT OF FILING
BEARING THE U.S.S.E.C. TRACER FLAG
CONTAINING THE PHRASE

"A SECURITY - 15 USC"

This EXPLANATION SHEET is to be attached to commercial affidavits, including Affidavits of Obligation (Commercial Liens) which are non-judicial consensual processes which arise out of a breach of special performance (e.g. for a public official's breach of office, a violation of the Constitution for the United States of America and respective state Constitutions.)

The notice as follows is included for the purpose of FULL DISCLOSURE (UCC), and as a warning noted by the flag for commercial grace at the top of the instrument.

COMMERCIAL AFFIDAVIT

AFFIDAVIT OF NOTICE, DECLARATION, AND DEMAND

FAIR NOTICE AND WARNING OF COMMERCIAL GRACE

NOTICE OF NON-JUDICIAL PROCEEDING

THIS IS A U.S.S.E.C. TRACER FLAG, NOT A POINT OF
LAW

SECURITY (15 USC)
VOL. 340 PAGE 319

COMMERCIAL AFFIDAVIT U.S.S.E.C. TRACER FLAG NOT A POINT OF LAW

One definition of "A SECURITY" IS *any evidence of debt.*

* * * * *

The lien claimant does NOT rely on Title 15 as a basis for the "Commercial Lien". ALL commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Bank Notes), must bear some sort of Federal Tracking Code, a County Recorder's number or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder's Office, or be widely advertised. When a lien matures in thirty (30) days by default of the lien debtor through the lien debtor's failure to rebut the AFFIDAVIT OF OBLIGATION, point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectable upon which assignments, collateralized, and other commercial transactions can be based, hence becomes a security, subject to observation, tracking and regulation by the United States Securities and Exchange Commission (hereinafter U.S.S.E.C.)

The notation "A SECURITY - 15 USC" is a flag in commerce telling the U.S.S.E.C. that a speculation account is being established to enforce a lien. The U.S.S.E.C. can then monitor the process. As long as the process is truthful, open, and above-board (full disclosure), the U.S.S.E.C. has no jurisdiction over it, for even the U.S.S.E.C. has no jurisdiction over the truth of testimony, deposition, affidavits, and affidavits of obligation (Commercial Liens), and unrebuted affidavits stand as the truth in commerce.

LEGAL AUTHORITY: Universal moral and or existential truths and principals, expressed in the Judaic (Mosaic) Orthodox Hebrew/Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15, 16). This is the best known commercial process in America. Its prime user is the Internal Revenue Service. The IRS uses all three tracking codes. The Federal code is the IRS document file number. The next stronger code is the County Recorder's number. The strongest, most important, most universal code is the taxpayer's identification number (TIN) also known as the Social Security Number (SSN). Though the IRS has attempted to legitimize its collection processes they fail since the basis for collection is a fraud. The IRS assessment process is an absolute Commercial FRAUD. The IRS assessment and collection is not supported by any commercial affidavits, commercial liens, or by any contracts, agreement, or a TRUE BILL IN COMMERCE, establishing the basis on which any debt can be collected. It is a fraud and it fails because there is no such tax as a "1040 TAX" and unless it was done voluntarily, there is no assessment. Because it starts with lies, no amount of effort to hide these lies with otherwise valid appearing commercial processes will succeed; God's truth will out.

An affidavit is someone's solemn expression of truth. The foundation of the law, commerce and the whole legal system consists of telling the truth ("I swear to tell the truth, the whole truth..."), either by testimony, deposition, or by affidavit.

Every honorable judge requires those who appear before him to be sworn to tell the truth, and is compelled by the high principles of his profession to protect truth and do nothing to tamper with that truth, either directly or indirectly, either in person or by proxy, or by subornation of an affiant or other person.

A judge CANNOT interfere with, tamper with, or in any way modify testimony without disintegrating the truth and the truth-seeking process and destroying the fabric of his own occupation. To do so abrogates the First Amendment, which was established to protect truth. It is committing professional suicide, as well as inviting countless civil and criminal repercussions.

ANY judge who tampers with testimony, a deposition, or an affidavit, is a threat to the commercial peace and dignity of the county, state and the nation, and has thereby violated the laws of all those political subdivisions and is acting in the nature of a foreign enemy agent, (MIXED WAR) justifiably subject to penalties of treason.

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX A

VOL 340 PAGE 320

Page - 2

WHOEVER acts against commercial affidavits without executing the necessary commercial paperwork under affidavit is subject to being charged criminally. Said charges begin with fraud, which is gaining at the expense of another by trickery or deception, and the charges expand from there to include all those violations that extend to and are a natural outgrowth of such fraud.

Commercial processes are fundamentally non-judicial. No judge, court, law, or government can invalidate these commercial processes, (i.e., an affidavit or a lien or complaint based thereon), because no third-party can invalidate someone's affidavit of truth. To act against such affidavit is to create a situation and or enhance the condition of A MIXED WAR. No one can rebut an affiant except a party to the action who has first hand knowledge of the facts (e.g. a lien debtor), who alone, by his own affidavit, must speak for himself if challenged. Only someone himself knows his truth and has the right and responsibility to assert it.

The MIXED WAR situation and or condition is that where those in authority have violated their oaths of office, violated the fundamental law which they took a sacred oath to uphold and protect; they violated the codes, statutes and regulations that govern them and thereby disregarded the peace and safety of the community by their actions, acting for undisclosed foreign agents or governments, against those whom the swore to protect and serve. Simply put: an act or acts of TREASON in a secret war against the people.

When an affidavit is so flagged in Commerce (A SECURITY - 15 USC) it becomes a Federal Document because it becomes translated into a security (for example by being attached in support of a commercial lien) and not accepting and or filing a commercial affidavit becomes a federal offense.

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX A

VOL 340 PAGE 321

Page

EXPLANATION SHEET

APPENDIX C

WARNINGS AND NOTICES

The **WARNINGS** herein are presented for the purpose of **FULL DISCLOSURE**. The objective is to right wrongs committed against the claimants and give the accused every opportunity to clearly understand the process and the seriousness of what is taking place and to do the right thing in response.

TIME LIMIT

The time limit is thirty (30) calendar days which begins the day after being served. The day you are served is the day you sign for receipt of the mail, if being served by mail, or it is the day you are presented with the affidavit if being served in person. If you need more time, request a reasonable extension in writing, sign it by hand in ink, deliver it to the mailing location shown on the Commercial Affidavit, and it will not be unreasonably denied.

CRIMES

In order for a crime to exist under common law, three elements must exist: 1) there must be a victim, 2) the victim must have been damaged, and 3) the intent of the perpetrator must be established. There is a presumed fourth element, and that is that the victim is willing to file a complaint against the offender. This is true in all cases except manslaughter and murder; prosecution there is automatic. In this instant matter, however, the claimants (the affiants) are the victims, the affidavit verifies the damages, and intent is established at the end of 30 days if the accused fails to redress the wrongs to which he or she have been a party. The victim in this action is also willing and able to file formal criminal charges against the accused.

Crimes can only be committed by human beings, never by inanimate objects like corporations. Therefore the claimants are charging each accused individually, "in his or her proper person" along with the supervisors and leaders of the organization that employees each accused.

Once convicted of such crimes each accused becomes **UNBONDABLE** and can never hold public office (which may include holding office in a public corporation). The accused has a criminal record and will be subject to the consequences therefrom.

Any claim that one must do as the government says or a claim of, "I was just doing my job" is no excuse. No one can be required to violate the unalienable rights another or to violate the law. If a person bases his actions on advice from legal counsel, he may have recourse against his attorney, but that will NOT avoid the consequences of his actions as they are charged in the complaint.

If any accused fails to respond properly within 30 days, the die is cast and he or she has established the last piece of evidence needed for conviction; thus phase two commences.

CRIMINAL COMPLAINT

In phase two a criminal complaint is drafted that spells out the causes of action and the number of counts against each of the accused stemming from the evidence and the uncontested claims in the affidavit. The Criminal Complaint will also spell

out the civil damages for the crimes of which the accused stands convicted. The criminal complaint is then turned over to the proper authorities for further criminal action while a default judgement is issued on the civil penalties and a commercial lien is filed thus completing the last element in legally establishing the obligations therein.

PENALTIES

The civil penalties are determined by the language of the causes of action and are authorized in the criminal codes. In cases where the Penal Code does not set civil damages, they will be \$250,000.00 for each felony count and \$100,000.00 for each misdemeanor count. These are in addition to the redresses (the actual damages) in the affidavit.

COMMERCIAL LIEN

A Commercial Lien will issue against each of the accused for the total amount due from each of them. This lien will attach to all assets of the accused including but not limited to paychecks, bank accounts, savings accounts, homes, boats, cars, etc. If the accused has transferred ownership of any assets during the Commercial Affidavit Process, they may be seized also, as such transfer is a criminal action: a pound breach.

AT THIS POINT, THE FULL FORCE OF LAW CAN AND WILL BE APPLIED TO COLLECT THE JUDGEMENT AND LIEN.

EXPLANATION OF THE TRACER FLAG

SECURITY (15 USC)

COMMERCIAL AFFIDAVIT U.S.S.E.C. TRACER FLAG NOT A POINT OF LAW

The notation, "A SECURITY - 15 USC", is a flag in commerce telling ALL PARTIES, including the United States Securities and Exchange Commission (U.S.S.E.C.) that a speculation account is being established. When an affidavit is so flagged in commerce, it becomes part two, and the Commercial Lien becomes part three. Part one and part three constitute Securities. Not accepting or not filing a Commercial Lien becomes a Federal offense.

If the accused fails to meet the demands or otherwise resolve the issues in the Commercial Affidavit within the allowed time limit, that part of the matter is completed. Issuing the Criminal Complaint and the Commercial Lien completes the process. Lawfully, the debt for redress of grievances was established at the end of the thirty (30) day time limit. The debt for punitive damages is a settled issue as soon as the Criminal Complaint is drafted and said debt is lawfully enforceable. Thus, a

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX C

VOL 340 PAGE 323

complete package then exists creating a single lawful REGISTERED SECURITY. The commercial paperwork relating to a case forms the basis and foundation, with full disclosure and full accounting of the REGISTERED SECURITY. The security can now be sold just like any other security. They are marketable, and there are many who are willing to purchase them because they have the resources to enforce collection!

This type of security is referred to as a "speculation account" because in many cases the available resources are simply not sufficient to insure that full collection is possible.

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX C

Vol 340 Page 324

Page 3

EXPLANATION SHEET

APPENDIX B

THE COMMERCIAL AFFIDAVIT PROCESS (CAP)

A POWERFUL WEAPON

The Commercial Affidavit Process, or "CAP", is perhaps one of the most powerful devices available to the common man and women for righting wrongs and accomplishing justice. The process is not new, as some may claim. At its foundation are the laws of commerce which spring from the eternal, immutable Laws of God, and those laws have been in force since the beginning of human existence. Provoke the use of the Commercial Affidavit Process against you, and you provoke the wrath of all that is just and right. Make no mistake! The CAP is a very lethal legal weapon in the war against injustice. It is capable of righting wrongs while eliminating the cost factor that deprives thousands of people from getting justice. When the CAP methodology is properly loaded and sighted on a wrongdoer, true and lasting justice is near at hand. The CAP is powerful and dangerous to those who are in the line of fire. There is no escape, just as there is no escape from God's judgement - the CAP appropriately reflects God's Laws to those here on earth; either acquiescence and justly recompense or suffer the awful consequences. And, those consequences will be calamitous as will be shown.

FOUNDATION OF LAW

There are basically three classes of laws: The Laws of God, which encompass the laws of Nature; The Law of the Land, also referred to as the Common Law; and lastly there is Private Law, or man-made law, also referred to as Contract Law. Our founding fathers believed that it was self-evident that the God of Nature is the sovereign of the universe and everything in it (as well as mankind) and that He had endowed all mankind with "certain unalienable rights" making them self-directing sovereigns, which means that any government instituted among men derive their just powers ONLY from the consent of the governed, who are the source of earthly power and authority. Hence any attempt to exercise any power NOT conveyed by the People is unjust and unauthorized, and any act by any individual or person done pursuant to such usurpation of power is void. They were further convinced that God's temporal law for mankind was expressed in the law of the land. Common law is common-sense-law. It is simple, straightforward and self-evident, primarily because it is based on God's Laws. It is the fundamental law of the union of States.

The founding fathers authorized three legal systems in the constitution; first Common Law, second Equity Law, and third, Admiralty Law, which is the law of the sea or international commerce. Gradually, Common Law has been displaced by Equity Law until the common law is rarely heard of or understood because it has been covered up and hidden away by the legal profession for very understandable business reasons. Such people are pursuing their own agenda. In fact the common law is generally looked upon as obscene. An example: To have a Common Law Marriage is considered to be unclean. Why? The first marriage license in the United States was issued in 1863. Were all marriages and the children produced by such unions prior to 1863 unclean? The question is not whether some third party should or should not perform the service; it is whether sovereigns need to get permission from their servants, the government, before they can be married.

PRIVATE LAW

VOL 340 PAGE 325

Private Law is that law which comes into existence when people enter into agreements creating the rules and terms by which they agree to be bound together.

State and Federal constitutions are examples of private law. They come under the heading of contract law because they are contracts that establish governments and are designed to protect the people from the government. To keep the government under control, the People were very precise in the language they used to make it perfectly clear what powers were being delegated AND that any powers not specifically delegated were reserved by the people to the states or the people themselves.

It should be remembered that the people are the sovereigns of state governments and the states are the creators of the federal government. Thus the people, either directly or indirectly are the sovereigns over both governments. The states have been given specific and limited power. They also made sure there were provisions that safeguarded the people's right to abolish or change that government and to create a different one if they chose.

Public Law is a form of private law which results when laws are made in proper application of the delegated authority conveyed to the legislators. Title 18 of the United States Code is an example of public law. It was drafted to grant unto non-citizens, the protections and defenses Citizens have under common law; Title 18 does not apply to sovereign Citizens, who answer directly to violations of GOD's Laws.

Administrative Law is one term used to describe private law that comes into existence when someone acquires dominion over others and can dictate to them what the law is.

Title 26 of the United States Code (the so-called Internal Revenue code) is an example of administrative law; it and the other federal titles classified by Congress as "non-public (administrative) laws", and thus apply ONLY to subjects of the federal government.

In 1938, the United States abandoned public law and adopted an unconstitutional system called **Public Policy**. An understanding of this distinction is vital.

PUBLIC LAW: That portion of the body of law that deals with the powers, rights, duties, capacities and incapacities of government and its delegated authority. Those laws which are concerned with a government in its political capacity, considered in its quasi-private personality, i.e., as capable of holding or exercising rights or acquiring and dealing with property in the character of an individual.

PUBLIC POLICY: The rules and procedures (policy) of a sovereign over its subjects. It holds that no subject can lawfully do that which has a tendency to be injurious to the public or against the public good as *defined by the sovereign*. Public policy is set by legislative acts, and pursuant thereto, by judicial and administrative promulgating of rules and regulations. Such rules and regulations are therefore not laws but rather terms imposed by contractual agreements. It is the contracts themselves which make these rules and regulations binding. If you are not a party to those contracts, not a subject (property) of the government, you can make yourself a party by volunteering to comply and take the proffered benefit (privilege). But once you decide to play the game you are compelled by the rules of that game to continue to play. Once compelled, the best out is to reassert your sovereign rights. The very concept of Public Policy and its inherent usurpation of power from the sovereign people is so addictive and has become so widely accepted by bureaucrats in all levels of government (and its agents: corporations) that they act as if they were the masters of the People.

In reality of course, nothing could be further from the truth!

Our present day administrative law is much like Roman Law, which is also called Civil Law. Conceptually, Roman or Civil Law, which is practiced in most of Europe, is diametrically opposite to the Common Law. Under Roman or Civil Law, you are guilty until you prove yourself innocent and you have only those rights (called privileges) your master the government chooses to grant you; and what your master gives, he can take away. Under the Common Law as practiced in America, you are innocent until proven guilty and you retain all your rights not constitutionally delegated to government.

PRINCIPLES OF LAW MAKING

In the days before the turn of this century in America, the custom was for those studying law to study the Bible and the laws

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX B

it contains so that those timeless principles would occupy a preeminent place in the minds of those practicing law and applying the common law. This is not the case today; rather the opposite is true. The eternal truths contained in the Bible and the common law have been lost from the view of those who need them most -- but they have not been, nor will they ever be, supplanted by some false reality. The Bible is still the best place to learn about laws generally, as well as about other eternal truths. The concept of a system of laws not founded upon those eternal truths is tantamount to building a house on quicksand.

In America, the sovereign power resides in and comes ONLY from We The People. The PEOPLE are sovereign. All the power and authority the government has, was given to it by the people. The people, however, cannot and have not ever given or delegated any power to government which they themselves did not possess. The truth of this statement is self-evident. Yet government agents are constantly acting as if they can do anything they want to simply by agreeing among themselves; they publish interpretations of laws and promulgate rules based on those interpretations; or they render decisions that are clearly antithetical to the concepts set forth in the Declaration of Independence and the Constitution for the United States as the Founding Fathers clearly understood and expounded them. Government actors, AND THOSE WHO KNOWINGLY SUPPORT THEM are violating their duty, their oaths of office and God's Laws. The Commercial Affidavit Process is one way in which the common man can correct these abuses of power and bring the full WEIGHT AND POWER OF AMERICAN LAW to bear on wrongdoers.

"The general rule is that an unconstitutional act of the legislature protects no one. It is said that all persons are presumed to know the law, meaning that ignorance of the law excuses no one; if any person acts under an unconstitutional statute, he does so at his peril and must take the consequences." - 16 AmJur 2d, Section 178.

In order for a law to be proper, it must be just. It must protect equally the rights of all without violating the rights of any. There is nothing mysterious about proper law; it is based on reasonableness and common sense, and is harmonious with the Laws of God. The Commercial Affidavit Process is a pre-common law process. It is also referred to as "commercial law process", not to be confused with the Commercial Code and the manipulated and complicated rules and regulations. It is a pre-common law process, because until there is a disagreement, there is no dispute under the common law. All that is being done with the CAP is to make claims and determine if the accused agrees or not. If the accused does not contest the claims, there is no dispute to be adjudicated and thus the appropriate damages are consensually agreed upon. Therefore it is pre-judicial. The term "commercial" as used herein refers to any dealings people have among themselves. The "laws of commerce" refers to the just rules of procedure which are the foundation of the common law.

Justice is delivered quickly, simply, fairly and conclusively with the Commercial Affidavit Process. This may be a terrible disappointment to wrong doers who are confident they can get away with their illegitimate activities, hiding behind legions of attorneys busily employed manipulating rules and regulations of administrative law. But the common law brooks no such tampering and justice is served cleanly and equally.

In summary, the Common Law flows out of the laws of commerce which themselves are based upon self-evident TRUTHS.

THE FAILED LEGAL "JUST-US" SYSTEM

Although the court system MAY have a part to play once the Commercial Affidavit has been served AND ANSWERED, that system cannot be invoked until the charges in the affidavit have been answered by (1) acquiescence, (2) rebuttal or (3) default; until that point, THERE IS NO DISAGREEMENT TO ADJUDICATE. A disagreement could arise only from a rebuttal.

But even though it would be feasible to involve the court system to adjudicate such a disagreement, no one seeking JUSTICE would really want to do so because the court system has become extremely costly, very slow and corrupted by the conniving convolutions of man-made rules and legalisms and by the natural inclinations of those who live from the legal system to promote the financial success of the so-called legal business.

IF ANY ADJUDICATION IS FOUND NECESSARY (only in the event of a rebuttal) **IT WILL BE DONE BY A COMMON LAW COURT AND COMMON LAW JURY AT THE DISCRETION OF THE CLAIMANT.** In stark contrast to the (in)equity court system of today, the CAP system is so effective in exposing the truth, in rendering and enforcing justice, (as contradistinguished from "just-us"), that it is a lethal weapon in the war for the freedoms and liberties -- the unalienable rights of WE THE PEOPLE.

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX B

VOL 340 PAGE 327

Page 3

The Commercial Affidavit Process places the full power back in the hands of the common man. It cannot be overstated that the whole CAP is not dependent on the court system. It functions quite well on its own outside the current legal system. It needs to be thoroughly understood that because it is driven by SWORN TRUTH, the Commercial Affidavit Process is outside the jurisdiction of any equity court. It is a private contact matter. Should an attempt be made to involve any equity court it would result in a criminal trespass against the Affiant's rights. Those persons interfering, who were unlawfully involved would themselves become one of the accused. An equity court has no jurisdiction whatsoever, for the CAP is strictly a non-judicial or pre-judicial process between individuals and is private.

This fact presents a real dilemma for those who are accustomed to using the legal system to work wrongs and to trespass against others with seeming impunity. They can't hide behind a legal system that only dispenses justice to those who can afford to play the game. Those who are used to shielding themselves under "sovereign immunity" protections, or hiding behind legions of attorneys and judges, and using other (ill)legal tricks, now have none of this "protection."

No judge, no court, no law and no government can invalidate these commercial processes, i.e., an affidavit or complaint or a lien based thereon, because no third party can invalidate someone's affidavit of truth. A judge CANNOT interfere with, tamper with, or in any way whatsoever modify testimony without crushing and completely disintegrating the entire truth-seeking process of his own profession, and destroying the very fabric of his own occupation and abrogating the First Amendment which was established to protect truth. For a judge to interfere with testimony is to commit professional suicide and to invite countless civil and criminal repercussions. ANYONE who tampers with testimony is a threat to the peace and security of society, violating its laws and acting as its enemy and is therefore justifiably subject to the appropriate penalties. The Commercial Affidavit Process is by its very nature private, and strictly between parties of interest only. It is unequivocally non-judicial.

SWORN TRUTH

The foundation of the law, commerce, and the whole legal system consists in telling the truth: (*"I solemnly swear to tell the truth, the whole truth..."*) either by direct testimony, by deposition or by affidavit. Every honorable judge requires those principles as it is his profession to seek out and to protect the truth. A commercial affidavit is an Affidavit of Truth. It is the sworn testimony of the affiant who solemnly swears that the facts contained therein are true, correct and certain. Every claim made in the Affidavit is backed up by documentary evidence that is provable without any contrivance.

MEETING THE DEMANDS

If, as is usually the case, the accused recognizes that the charges are true or decides (correctly) that the wisest thing to do is meet the demands rather than face the staggering punitive damages which accompany the issuance of the Criminal Complaint, the Accused has the option of simply meeting the demands for redress as required by or negotiated with the Claimant, then the wrongs have been satisfactorily redressed; and that is the end of the issue. All charges are resolved and the Commercial Affidavit Process is closed.

Anyone is free to use the CAP system; but it is a two edged sword, and it most definitely cuts both ways. Anyone who understands it MUST follow the maxim, "Be honest with yourself." because, especially under the Commercial Affidavit Process, **TRUTH WILL OUT!** Consequently it is extremely important to ensure that everything in the affidavit is true and unrefutable.

Although it extremely unlikely in the face of a properly done affidavit, should the accused believe that the affiant's charges are somehow in error, he or she may (DURING THE GRACE PERIOD ONLY) rebut any such charge however, (1) such response will NOT avoid issuance of the Trial Criminal Complaint; (2) the Commercial Lien will still issue for any charges not rebutted and (3) a second Commercial Lien will issue for any rebutted charges about which the Common Law Jury subsequently convened remains unpersuaded. Hence rebuttal, unless 100% successful, which is highly unlikely, WILL NOT AVOID the horrendous PUNITIVE DAMAGES and possible incarceration as provided by law.

REBUTTAL

The sworn affidavit will stand as truth if not timely rebutted by the accused. In this instant matter, you have thirty (30)

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX B

VOL 340 PAGE 328

calendar days.

The only one who can rebut a Commercial Affidavit is the accused who alone, by his own affidavit must speak for himself and only for himself. If the accused uses someone else to speak for him, the third party must speak for and in behalf of the accused as if he were the accused; and the accused still stands completely responsible and liable as if he himself were speaking. If however, the third party is identified as separated from the accused, he then becomes a co-party with the accused as an accomplice, and thus a co-conspirator, having no immunity whatsoever.

Every charge or claim or demand for information contained in the claimant's Affidavit, must be rebutted point-for-point by the accused. The accused's rebuttal must be done in the form of a sworn AFFIDAVIT OF TRUTH. That means it must be SWORN TESTIMONY! It must be signed by at least two witnesses. The accused as an affiant must swear to tell the truth, the correctness and the certainty of his or her rebuttals within that affidavit, thereby assuming complete personal responsibility for the statements contained in it and must be prepared to prove his or her statements, preferably with documentation that is unimpeachable. Failure to follow the correct process of rebutting the charges or ANY ATTEMPT to present rebuttal evidence that is not sworn to as both true and the whole truth, invalidates such response as if no evidence or rebuttal were given at all. SUCH FAILURE IS FATAL TO THE DEFENSE!

RESOLUTION BY JURY

The claimant may accept or reject accused's rebuttal of any charge, point-for-point. Claimant's acceptance of the rebuttal on any point resolves that point. At the discretion of the claimant ALL UNACCEPTED POINTS may be either resolved by another affidavit on those points, initiating a repeat of the process. The fallout of all affidavits are resolved by a common law jury. If and when the jury system is used, the claimant will draft the criminal complaint, subpoena a jury, and the process will move to a full-blown common-law criminal trial.

If this matter goes to a common law criminal trial, the trial will be held under the rules of common law. These rules are significantly different from those in an equity court proceeding. In common law trials, technical rules are virtually non-existent. Like its name, the rules of common law trials are from common sense. The procedure is very simple and straightforward. It is designed to arrive at the facts, assess guilt and render a just verdict without undue delays or maneuvering, thus eliminating delays intended to forestall or get the accused acquitted on some irrelevant technicality. The jury is the real boes. The jury decides what is relevant and what is not relevant. The jurors hear what they want to hear and exclude what they feel is irrelevant. The claimant or his appointee becomes the prosecutor, and the accused or his appointee puts on the defense. The parties at interest may have anyone they wish as their counsel, with the restriction that bar licensed attorneys must have prior leave of the court to represent a party.

The risk faced by the accused is very real. A common law court only recognizes common law, and it applies common law decisions. Equity court decisions and rules that conflict with the common law are without standing in common law proceedings.

In the commercial affidavit process, the claimants are almost always sovereign Citizens. AS such they have legal standing at common law. The accused are usually "subject citizens" being charged with crimes against "sovereign Citizens." Typically the acts committed have been done under colorable law with colorable authority or colorable jurisdiction, in which case they are patently unconstitutional and therefore void. Void acts of the legislature or void jurisdiction or both leave the accused defenseless and a second commercial lien will issue for these redresses and punitive damages of which the jury has not exonerated the accused.

DUE PROCESS

Responding to the commercial affidavit is critically important: the accused is usually being charged with very serious crimes that carry heavy, punitive penalties. The law has always viewed trespassing upon unalienable rights an offense so serious that it is beyond satisfaction merely by payment of the approximate money damages demanded.

The affidavit is a commercial complaint, but it is not yet a "criminal" complaint. The main distinction is that by resolving the charges during the affidavit stage, the accused has his final opportunity to redress the complaint by simply complying with the demands in the affidavit. If the accused recognizes his or her errors and wants to redress the claimant but does

Explanation of COMMERCIAL AFFIDAVIT and warning to accused
APPENDIX B

not have the ability to do so within the time limit, the accused may contact the claimant and express that desire with a written statement to that effect. Then arrangements can be made to stop any further action until after the new date has passed. If some such arrangements are not made, then the CRIMINAL COMPLAINT will issue, adding PUNITIVE DAMAGES and JAIL TIME.

The CRIMINAL COMPLAINT is in reality a ledger in which those details which were omitted in the affidavit are spelled out. It lists the causes of action, the number of counts, redresses demanded and the MASSIVE CIVIL PENALTIES (which occur when unalienable rights are trampled and violated) thus compounding the problems for the accused. On top of the redress being demanded, massive PUNITIVE DAMAGES are added as well. Normally this increases the cost to the accused by a factor of at least a hundred if not a thousand fold. The effects of the criminal complaint invariably destroy all prospects for the future of the accused.

Since the criminal complaint is in reality a ledger in which the causes of action and the number of counts are listed and the civil penalties (punitive damages) determined, the criminal complaint acts as a punishment tool for wrongdoers who will not repent. Should the accused be so foolish as to allow the criminal complaint to issue (i.e., fail to answer by redress, silent or rebuttal) the war is over. All that remains is collecting the spoils of battle. The accused has lost and lost in a very big way. In all probability the accused will never recover from the consequences.

Accompanying the Criminal Complaint is the COMMERCIAL LIEN, which is issued by consensual default, or by order of the common law jury against all the assets of the accused. This effectively gives the claimant lien rights against all of the property of the accused. Such a lien may be filed in the county recorders office; however, this filing is not a necessity; it is rather a convenience. Any common law commercial lien will stand by law for one hundred years or until the damages have been collected. In most cases that means practically forever because the accused does not, and probably never will have enough property to satisfy the damages thus assessed.

Now the full power of the legal enforcement system can be brought to bear to collect the damages owed by the accused. The Sheriff is empowered to seize paychecks, cars, homes, anything and everything. The accused is in fact a CONVICTED FELON and is unbendable by any insurance company, subject by law to immediate termination if employed by the government and is forever barred from holding or profiting from any public office.

SUMMARY

The fundamental purpose, and one of the major objectives of the Commercial Affidavit Process is to educate wrongdoers to the fact they have abused the unalienable rights of a sovereign Citizen and cannot get away with it, and to give them an opportunity (commercial grace) to repent and undo the wrongs they have done. Unlike the typical criminal trial where the accused no longer has the options of simply redressing the wrongs he or she has done, the Commercial Affidavit Process DOES give the accused that option! Further, the CAP allows for the education of wrongdoers so they know that they are being used by the conspirators in the secret government to promote and execute a war against We The People (see 12 USC 395(a) and 395(b) for proof). Thus the accused may see for themselves what is really going on and decide which side they choose to serve; the side of God and righteous laws, or the side of Mammon and slavery.